THIS NUMBER MUST APPEAR ON ALL DOCUMENTS

Bill To:

State of Idaho

Send invoices to the address listed below or as indicated in the comments or instructions Boise, ID 83720-0075



State of Idaho

Statewide Blanket Purchase Order

Statewide Blanket Purchase Order SBPO1222 Agency Internal Nbr: STATEWIDE

DELIVER State of Idaho Various Agencies

TO: Various State Agencies located throughout Idaho

Various, ID 83701

frank.pierce@adm.idaho.gov

Date: Mon Jun 20, 2005

F.O.B: Destination

Terms:

VENDOR: TERRITORIAL SUPPLIES INC

PO BOX 474

COUNCIL, ID 83612

Attn: Primary Customer Contact

Vendor Nbr: 3640

Emailed To: sales@territorialsupplies.com

Phone: 800-221-7702 Fax: 208-253-0085

Account Number: P00000030589

Start of Service Date Fri Jul 01, 2005

End of Service Date:

Sat Jun 30, 2007

ITB02488

From: RFQ01336

PREO9802

File(s) Attached:

Ammunition Schedule E Territorial STW 2005.xls

Buyer: ELAINE RICKETTS 208-332-1606

| Item No | Description | Quantity UOM | Unit Price | EXTENSION |
|---------|---|-----------------|---------------|-----------|
| | BLANKET PURCHASE AGREEMENT (line item particulars follow) | 1 lot | | 5594.07 |
| | Total: | | | 5594.07 |

.....NOTICE OF STATEWIDE CONTRACT (SBPO) AWARD

Contract for Ammunition (Section E) Remington for the benefit of State of Idaho Agencies, institutions, and departments and eligible political subdivisions or public agencies as defined by Idaho Code, Section 67-2327. The Division of Purchasing or the requisitioning agency will issue individual releases (delivery or purchase orders) against this Contract on an as needed basis for a period of two (2) years commencing July 1, 2005 and ending June 30, 2007, with the option to renew for three (3) additional one (1) year periods.

Contract Title:.....AMMUNITION-REMINGTON

Contract Usage Type:.....Mandatory Use

Public Agency Clause:Yes

Contract Administration:....Elaine Ricketts

---Phone Number:.....208-327-7453

---E-Mail:....elaine.ricketts@idaho.gov

Contractor's Primary Contact

---Attn:.....Con Nielsen

Blanket --- Address: P.O. Box 474

Comments: --- City, State, Zip:.....Council Idaho 83612

Phone Number:......800/ 221-7702 Fax Number:.....208/ 253-0085

E-Mail:.....sales@territorialsuppliers.com

CONTRACTOR: Ship to the FOB DESTINATION point and BILL DIRECTLY to the ORDERING AGENCY. DO NOT MAIL INVOICES TO THE DIVISION OF PURCHASING. Notating the Contract Award Number on any invoices/statement will facilitate the efficient processing of payment.

| Item No | Description | Quantity UOM | Unit Price | EXTENSION |
|---------|---|-----------------|---------------|-----------|
| 001 | AMMUNITION, REMINGTON BRAND PER ATTACHED Discount percentage off published June 1, 2005 price list for Remington will be 15 percent. (680-04) (nt) | 1 LOT | 5594.07 | 5594.07 |

QUANTITIES: The State of Idaho, Division of Purchasing can only give approximations of quantities and will not be held responsible for figures given in this document.

Order Placement Address:

- ---Company Name:.....TERRITORIAL SUPPLIES, INC.
- ---Name:.....CON NIELSEN
- ---Phone800/ 221-7702
- ---e-mail.....sales@territorialsupplies.com

Payment Address:

---Company Name:.....TERRITORIAL SUPPLIES, INC.

General Comments:

Address: P.O. Box 474

City: Council, Idaho 83612

THIS CONTRACT, (including any files attached), CONSTITUTES THE STATE OF IDAHO'S ACCEPTANCE OF YOUR SIGNED BID, QUOTATION, OR OFFER (including any electronic bid submission), WHICH SUBMISSION IS INCORPORATED HEREIN BY REFERENCE AS THOUGH SET FORTH IN FULL.

In the event of any inconsistency, unless otherwise provided herein, such inconsistency shall be resolved by giving precedence in the following order:

- 1. This Statewide Blanket Purchase Order document.
- 2. The state of Idaho's original solicitation document.

| 3. The Contractor's signed bid, quotation, or offer. INVOICES MUST BE SENT TO THE IDAHO ORDERING AGENCY. | | | | | |
|---|-------------------|--|--|--|--|
| Instructions: Freight / Handling Included in Price | | | | | |
| | By: LYLE GESSFORD | | | | |
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TERRITORIAL SUPPLIES, INC SECTION "E" REMINGTON BRAND AMMUNITION ONLY

| REQ. ITEM | DESCRIPTION | COST PER THOUSAND |
|--------------|---|-------------------|
| REM 1 | 223 CALIBER 55 GRAIN (# L223R3) | \$161.11 |
| REM2 | GOLD SABER .45 ACP 230GR BJHP (GS45APB) | \$216.67 |
| REM3 | 12GA 2-3/4 OOBK MANAGED RECOIL 9 PEL (20282) | \$266.67 |
| REM4 | 12GA 2 3/4 1 OZ REDUCED RECOIL SLUG (20290) | \$272.23 |

TOTAL

Page 1 2005ScheduleE

STATEWIDE AMMUNITION BID SPECIAL CONTRACT TERMS AND CONDITIONS

- 1. **METHOD OF PAYMENT;** Contractor will be paid monthly by each ordering agency or public body on the basis of invoices submitted for ammunition delivered during the previous month. Invoices shall be delivered to the address appearing on the Purchase Order. Payment will be made within 30 days after receipt of ammunition and an acceptable invoice.
- **2. DELIVERY TIME:** Delivery of all requested contract items shall be made within 21 calendar days after receipt of Purchase Order. Contractor shall carry an adequate stock to insure such delivery time for the duration of the contract.

3. F.O.B. POINT:

- **A.** The purchase of new and reloaded ammunition shall be F.O.B. Destination point, freight included and subject to the minimum order provision.
- **B.** The return of brass cases will be made F.O.B. shipping point, freight collect and paid by contractor.
- 4. **MINIMUM ORDERS** for F.O.B. Destination. Freight prepaid to ordering agency will be as follows;

A.

- 1. Reload ammunition, 10 cases; may be any caliber listed on bid sheet in case lot quantities, i.e. "mixed or matched".
- 2. New ammunition, 3 cases, may be any type (rifle, pistol or shotgun) listed on bid sheet in case lot quantities, i.e. "mixed or matched".
- **B.** For order quantities less than the above minimums, contractor may accept or refuse any order or the agency may purchase such orders from other sources. For all orders accepted contractor shall ship F.O.B. Destination, freight prepaid.
- **C.** "Pick-ups" at contractor's place of business shall not be subject to minimum order quantity or to any service charges.
- 5. **INSURANCE:** For the duration of the Agreement and until all work specified in the Agreement is completed, the Contractor shall maintain in effect all insurance as required herein and comply with all limits, terms and conditions stipulated therein. Within two (2) weeks after notification of award, the apparent successful bidder will provide certificates(s) of the insurance required by the State's bidding documents and/or specified below. There will not be provisions for exceptions to this requirement. Failure to provide the certificates of insurance within the two (2) week period may, at the State's discretion, result in rejection of the bid and/or cancellation of the Agreement. Work under this Agreement shall not commence until evidence of all required insurance and bonding is provided to the State of Idaho. Evidence of such insurance shall consist of a completed copy of the certificate of insurance signed by the insurance agent of the Contractor and returned to the State. If for any reason, any material change occurs in the coverage during the course of this Agreement, such change will not be become effective until 30

days after the State has received written notice of such change. The amount of such insurance shall be not less than:

- 1. Worker's Compensation Insurance in amounts as required by Statute.
- 2. Automobile Liability including non-owned and hired; \$500,000.00
- 3. Commercial General Liability or Comprehensive General Liability Insurance including Contractual Liability \$500,000.00
- 4. Professional liability

\$500,000.00

- 6. **REPORTS:** The Contractor will be required to submit to the Division of Purchasing, quarterly reports that provide the following minimum information:
 - 1. Usage reports by Agency and by Agency receiving location, indicating the types of ammunition received, total quantity of each type received, and the total cost of the order.
 - 2. When possible, reports should be in the same format as the product bidding schedule.
 - 3. Custom reports that may be requested from time to time by the Division of Purchasing.

Reports will be due to the Division of Purchasing at the end of the first quarter (90 days) of the contract and each quarterly Anniversary thereafter.

- 7. **RECORDS MAINTENANCE:** The Contractor shall maintain or supervise the maintenance of all records necessary to properly account for all payments made to the Contractor for the costs authorized by this Contract. These records shall be retained by the Contractor for at least three (3) years after the Contract terminates, or until all audits initiated within the three (3) years have been completed, whichever is later.
- 8. **AUDIT RIGHTS:** The Contractor agrees to allow State and Federal auditors and State agency staff access to all the records relating to this Contract, for audit, inspection, and monitoring of services or performance. Such access will be during normal business hours or by appointment.
- 9. **EXCEPTIONS TO USE:** Unless this Contract is designated "optional use" or other exceptions to use are listed in the State's bidding documents, State agencies will obtain their requirements from this Contract. The State reserves the right to purchase property elsewhere on an emergency basis where delivery or minimum order requirements (including shipments with prepaid freight charges added) are restrictive or burdensome.
- 10. **METHOD OF AWARD:** Award will be made on all or none basis on each Bidding Schedule. The bidder must insert a price for each line item for each Bidding Schedule offered.
- **11. CATALOGS:** Those vendors bidding on Section B, C, D, and E must include a catalog and current published price list.
- 12. **TERM OF CONTRACT:** Contract will be for two (2) years with three(3) additional one (1) year renewal periods upon mutual agreement of both parties.

STATEWIDE AMMUNITION BID

SPECIFICATIONS FOR NEW AND RELOADED AMMUNITION

- 1. New Ammunition shall be recently manufactured by an established, and recognized manufacturer that is a member of SAAMI.
- 2. Ammunition shall fully comply with the various applicable standards pertaining to safety, manufacturing tolerance, pressure level, velocity, and energy as jointly established by the American National Standards Institute (ANSI) and the Sporting Arms Ammunition Manufactures Institute (SAAMI), As follows:

• ANSI/SAANI Z 299.2-1982 Shot shell Ammunition

• ANSI/SAAMI Z 299.3-1984 Centerfire Pistol & Revolver Ammunition

• ANSI/SAAMI Z 299.4-1981 Centerfire Rifle Ammunition

- 3. Remanufactured/Reloaded ammunition shall meet the appropriate ANSI/SAAMI requirements.
- 4. Remanufactured/Reloaded, clean polished brass with no defects, military (scrap) and multi-fired brass is not acceptable, military surplus primers and powder are not acceptable, new or once fired commercial or military brass is acceptable, sizing and dimensions must be between minimum and maximum SAAMI specifications, primers must be proper.
- 5. **DEFECTIVE CARTIDGES:** Manufacturer shall institute quality control and quality assurance procedures to prohibit the production and sale of "squib loads" and "hot loads". A squib load is any cartridge that is loaded with greatly reduced power or without any powder. A "hot load" is any cartridge that is loaded with excessive powder or the wrong type of high-energy powder. The manufacturer and contractor shall be solely liable for any damages and/or injury caused to property and/or persons by squib loads and/or by hot loads. Any ammunition that is found to contain squib loads and/or hot loads shall be subject to rejection by the user and shall be immediately replaced with equal ammunition complying with contract specifications. The contractor shall be responsible for all transportation costs for the rejected ammunition and for the replacement ammunition.